



July 5, 2018

Clerk of Court  
United States District Court for the Eastern District of Virginia  
401 Courthouse Square  
Alexandria, VA 22314

Notice of intent to object to the Court, Class Counsel, and Defendant's counsel

*In Re: Lumber Liquidators Chinese-Manufactured Laminate Flooring Products Marketing, Sales Practices and Products Liability Litigation, MDL No. 1:15-md-02627; or In Re: Lumber Liquidators Chinese-Manufactured Laminate Flooring Durability Marketing and Sales Practices Litigation, MDL No. 1:16-md-2743*

Dear Court and Counsel;

I appreciate Lumber Liquidators effort to remedy their fault, but I would like to ask the court that they (Lumber Liquidators) agree to remove the existing flooring in my home and **replace it with a substitute of equal value OR reimburse the entire cost of the flooring plus installation in the amount of \$4,147.03 as listed on the attached copy of Invoices.** I am a customer who paid for what they advertise, "Style, Quality, Innovation and an "Unbeatable Guarantee". So since I did not receive a quality product, I request this guarantee be granted/awarded to me in full.

The settlement voucher or cash will not give me the means to remove it nor enough to have it replaced. I am sure they would do everything in their power to avoid this situation from happening in their homes. Put yourselves in my and my children's shoes. By the time we found out about the formaldehyde it was too late, we'd been walking barefoot on the surface for years. They and I now wonder if our existing health issues are due to the flooring and barefoot all these years and continue to because it's just too costly to remove and replace. Again the least you can do is give us peace of mind from here on forward and grant my request for full refund or full replacement with equal flooring.

Respectfully,

*Monica M. Silva*  
Monica M. Silva

203 Creekview Way  
New Braunfels, Texas 78130  
(830) 263-4544 mobile

*mmerj67@yahoo.com*

*Claim LA1687910*

- No previous class action settlements in the last 3 yrs or ever.*
- Do Not intend to appear in person at final hearing nor have legal representation.*



Selma TX 1287  
15403 Interstate 35 North  
SELMA TX 78154

Phone: (210) 570-1425

Fax: (210) 570-1427

Email: Store287@lumberliquidators.com

Mar 11, 2013

19:18:06

# Invoice

Bill-To-Party	Information
MONICA SILVA 203 CREEK VIEW WAY NEW BRAUNFELS TX 78130 (830) 837-5673 mmenj67@yahoo.com	Sales Order No 121497477 Document Date 03/09/2013 Customer No. 3835153 Currency USD Contact Person
Ship-To-Party	Order Comments
MONICA SILVA NEW BRAUNFELS TX 78130 203 CREEK VIEW WAY (830) 837-5673 mmenj67@yahoo.com	

ITEM	PRODUCT	QUANTITY	QTY OPEN	QTY SHIPPED	PRICE	AMOUNT
10	10023424/12MO-LD/1287 ISP Americas Mission Olive 12mm w/pad 30 Year Warranty	847.10	847.10	0.00 FT2	2.39 USD	2,024.57 USD

Follow manufacturer's instructions for use of a moisture barrier. When exposed to UV sunlight or heat exposure color fading / darkening can occur not considered a defect. There's a 5% allowance established for waste created as a result of the installation Refer to product warranty for details. This item is subject to CARB regulations in the state of California.

20	10022145/A12MOSN/1287 LAM Americas Mission Oliv 7.5' SN	60.00	60.00	0.00 FT	3.69 USD	221.40 USD
30	10009104/SM/1287 White PFJ 9/16" x 3/4" x 8' SM FINGER JOINTED PINE PAINTED WHITE	296.00	296.00	0.00 FT	0.39 USD	115.44 USD
40	10008736/POL/1287 Dream Home 6mil Poly Sheeting 300sft Rol	3.00	3.00	0.00 EA	19.99 USD	59.97 USD
50	10023343/BELLAWFMK/1287 Bellawood Floor Care Kit	1.00	1.00	0.00 EA	25.00 USD	25.00 USD
					Item Discount:	0.00 USD
					Net Value for Item:	17.50 USD
60	10023455/LAMFC1G/1287 Dream Home Laminate Floor Cleaner 1 Gal	1.00	1.00	0.00 EA	15.99 USD	15.99 USD
					Item Discount:	0.00 USD
					Net Value for Item:	11.19 USD

SELMA TX 78154

Email: [Store287@lumberliquidators.com](mailto:Store287@lumberliquidators.com)

Mar 11, 2013 19:18:06

Sales Order No: 0121497477

ITEM	PRODUCT	QUANTITY	QTY OPEN	QTY SHIPPED	PRICE	AMOUNT
0	10023337/MOPWETPAD2/1287 BELLAWFMK Mop Wet Pad 2 Pack	1.00	1.00	0.00 EA	8.99 USD	8.99 USD
				Item Discount:	0.00 USD	USD
				Net Value for Item:	6.29 USD	6.29 USD
0	10023338/MOPDRYPAD1/1287 BELLAWFMK Mop Dry Pad 1 Pack	1.00	1.00	0.00 EA	7.99 USD	7.99 USD
				Item Discount:	0.00 USD	USD
				Net Value for Item:	5.59 USD	5.59 USD
0	10021566/SCRATCH-AWAY/1287 New Scratch Away 8oz Bottle	1.00	1.00	0.00 EA	6.99 USD	6.99 USD
				Item Discount:	0.00 USD	USD
				Net Value for Item:	4.89 USD	4.89 USD
						<hr/>
Items Total:						2,466.84 USD
Tax:						203.51 USD
Final Amount:						2,670.35 USD
Down Payment Total:						2,670.35 USD
Balance Due:						0.00 USD





Selma TX 78154

15403 Interstate 35 North

SELMA TX 78154

Phone: (210) 570-1423

Fax: (210) 570-1427

Mar 11, 2013 19:18:06

Email: Store287@lumberliquidators.com

# Invoice

Sales Order No: 0121497477

**Measurement/Quantity:** Flooring is sold by box/bundle. No partial or fractional boxes/bundles are sold. Buyer will be charged for actual footage shipped. Buyer/installer is responsible for all measurement quantities. Lumber Liquidators is not responsible or able for measurement errors.

**Delivery and Lead Times:** All delivery dates are estimates. Lumber Liquidators cannot guarantee specific timetables and recommends that Buyer not schedule installation until product is received by Buyer. Claims for shortages or damages must be made upon receipt of product.

**Installation:** Buyer/installer is responsible for final inspection as to grade, color, finish, defects and other quality issues. Do not install defective product. Use constitutes acceptance. Buyer should retain mill code information on boxes. Always store product in climate controlled conditions. Installation must be performed in accordance with instructions and National Wood Flooring Association guidelines. Per instructions, flooring must fully acclimate in installation area (approximately 3-14 days). Buyer/installer is solely responsible for checking moisture levels in both product and subfloor prior to installing. Lumber Liquidators recommends using a licensed, professional wood flooring installer. Although Lumber Liquidators may recommend products, Buyer/installer is ultimately responsible for ensuring that products are appropriate for and compatible with jobsite conditions. Lumber Liquidators is not responsible or liable for damages resulting from errors, misuse or negligence by Buyer/installer. Lumber Liquidators does not perform installations of flooring and disclaims any and all liability for installation.

**Returns/Exchanges:** Exchanges are permitted within 30 days of receipt of product without a restocking fee. Requests for returns must be made within 30 days of receipt of product. Approved returns are subject to a 20% restocking fee with the exception of moldings, trim, and tools. Returns or exchanges are not permitted on (a) opened boxes or special orders unless product is defective, (b) close-outs, odd lots, final sales, special deals, or clearance items for any reason, or (c) tools without original receipt. Product must be in its original condition and have been properly stored. Installed product is considered accepted by Buyer and may not be exchanged or returned for any reason. Shipping and delivery charges are non-refundable. Shipping costs relating to a return or exchange are the sole responsibility of Buyer.

Subject to the terms above, defective product may be exchanged, prior to installation, within 90 days of receipt. Returned checks are subject to \$30 fee. For refunds, cash or check purchases will be refunded by check within 3-5 weeks; credit or debit card, store credit or gift card purchases will be credited back to the account or tender type used for this purchase.

**Warranty:** Only for products sold with a manufacturer's warranty. ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, ARE DISCLAIMED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, EXCEPT TO THE EXTENT THAT SUCH WARRANTIES CANNOT BE VALIDLY DISCLAIMED UNDER APPLICABLE LAW. Lumber Liquidators may, in its discretion, fully and completely resolve a claim for a manufacturer's defect by providing a store credit. Except to the extent specifically prohibited by law, Lumber Liquidators shall not be responsible or liable, and Buyer waives any claim, for indirect, incidental or consequential damages arising from or relating to Lumber Liquidators' sale of any products. Under no circumstances shall any liability of Lumber Liquidators arising out of or relating to this transaction exceed the total cost of the products included in this invoice and paid for by Buyer.

**Assumption and Waiver of Liability:** Notwithstanding any actions, assistance or advice provided by Lumber Liquidators, including but not limited to loading a vehicle by hand, forklift, or other mechanical device, Buyer is solely responsible for loading and securing product in/on the vehicle, safe transport and unloading of product at end destination. Lumber Liquidators, when staffing allows, may, but is not obligated to, assist with loading. Buyer acknowledges that loading, unloading and transporting product may result in damage to the vehicle such as dents, scratches, bent tail gates, broken windows or lights, suspension damage, ripped bed liners, etc. Buyer is solely responsible for ensuring vehicle capacity is not exceeded and load is properly distributed and secured to prevent movement using proper load restraints.

Buyer releases, waives, and discharges Lumber Liquidators and its employees for any loss, damage, cost, expense and/or claim and shall indemnify, save and hold harmless same from any loss, injury, damage, cost, expense and/or claim relating to or arising out of loading, securing into or on the vehicle, transport and unloading of product.

**Warning:** Products are heavy, awkward, and can exceed vehicle's load capacity. Buyer should use safe lifting techniques and minimum of two able-bodied people. Improper loading, unloading and transporting of products can result in serious injury, vehicle damage, impaired visibility or interference with driving, decreased or loss of vehicle stability and/or product falling from vehicle.

**Personal Information:** Providing personal information is voluntary and not a condition of sale but no warranty, return or exchange is permitted unless Buyer furnishes his/her name, address and telephone number. Buyer information is entered into Lumber Liquidators' contact list. Buyer may opt out of the list by contacting Lumber Liquidators by telephone or email.

For written copies of product warranties, installation instructions, removal from contact list or additional information regarding your purchase, installation or Lumber Liquidators' products, **visit the website at [www.lumberliquidators.com](http://www.lumberliquidators.com) or contact the Customer Care Department at (800) 366-4204.** For other comments or questions, e-mail the "Office of the Chairman" at [chairman@lumberliquidators.com](mailto:chairman@lumberliquidators.com).

**Buyer has read the terms above, including but not limited to the Assumption and Waiver of Liability and Returns/Exchanges policies, and agree and consent to same.**

Buyer's Signature \_\_\_\_\_

Printed Name \_\_\_\_\_

Date \_\_\_\_\_

**Monica Menjares-Silva**

**From:** Monica Menjares <mmenj67@yahoo.com>  
**Sent:** Thursday, July 05, 2018 3:57 PM  
**To:** Monica Menjares-Silva  
**Subject:** Fw: Lumber Liquidators Installation Payment Receipt

----- Forwarded Message -----

**From:** Lumber Liquidators Installation Services <CustomerCare@email.LumberLiquidatorsInstallation.com>  
**To:** "MMENJ67@YAHOO.COM" <MMENJ67@YAHOO.COM>  
**Sent:** Saturday, March 30, 2013, 2:00:55 PM CDT  
**Subject:** Lumber Liquidators Installation Payment Receipt

To view this email as a webpage, go [here](#)

### Thank You For Making Your Installation Payment

Dear David Silva:

We are processing your purchase of installation services from **Eloy Rodriguez** in the amount of **\$1,476.68** for **Work Order #18768481**. Below is a copy of your receipt and disclosure statement. Please keep a copy of this receipt for your records.

The Home Service Store, Inc. has charged your credit card for this purchase, and funds will be credited to **Eloy Rodriguez**.

Please Note: Charges will show up on your credit card as "Home Service Store."

### Contact The Home Service Store

- **Call:** 1-877-477-1116 option #2
- **Email:** [Customer Care](#)

*For more information about the 1-Year Limited Installation Warranty and Lumber Liquidators Installation Services, view our online brochure or visit us on the web.*

### Quick Links

[Online Brochure](#)  
[1-Year Limited Installation Warranty](#)  
[Lumber Liquidators Installation Services](#)

### BILLING INFORMATION

<b>Order ID #:</b>	18768481
<b>First Name:</b>	Monica
<b>Last Name:</b>	Menhares Silva
<b>Billing Address:</b>	203 Creekview Way
<b>City:</b>	New Braunfels
<b>State:</b>	TX
<b>Zip Code:</b>	78130
<b>Phone:</b>	(512)660-4910

### PAYMENT DETAILS

<b>Contractor:</b>	Eloy Rodriguez
<b>Payment Amount \$:</b>	\$1,476.68
<b>Card Brand:</b>	Lumber Liquidators

<b>Card Last 4 Digits:</b>	8274
<b>Transaction Date &amp; Time:</b>	3/30/2013 2:58:49 PM Eastern Time
<b>Authorization Code:</b>	030301
<b>Promo Code:</b>	118

**Promotion Type:** DEFERRED/NO INT IF PD IN FULL  
**Promotion Duration:** 18 MONTHS  
**Promotion APR:** 29.99%  
**Purchase APR:** 29.99%

*No Interest Charges will be assessed if the promotional purchase balance is paid in full within the Promotional Period stated above. If the promotional purchase balance is not paid in full by the end of the Promotional Period, interest will be imposed from the date of purchase at the Purchase Annual Percentage Rate (APR) stated above. Minimum monthly payments are required. Regular account terms apply to non-promotional purchase and, after promotion ends, to promotional purchase.*

Thank you for using Lumber Liquidators and The Home Service Store, Inc. for your flooring project. We are committed to providing you with a reliable and convenient installation service. We hope that you keep us in mind for future flooring projects.

Sincerely,

Your HSS Customer Care Team

This email was sent to: [MMENJ67@YAHOO.COM](mailto:MMENJ67@YAHOO.COM) on 3/30/2013 2:58:56 PM  
 You are receiving this email because you recently requested an in-home consultation or made a purchase through Lumber Liquidators and the Lumber Liquidators Installation Services program.

This email was sent by: The Home Service Store® | 80 West Street | Suite 104 | Rutland, VT 05701  
 We respect your right to privacy - [view our policy](#) Copyright © 2010 The Home Service Store, Inc.